IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMONS FOR JUDGMENT NO.584 OF 2006

IN

SUMMARY SUIT NO.3109 OF 2006

Vasant Shankar Khandare ...Plaintiff.

vs.

A.Murgeshan. ...Defendant.

Mr.V.N.Chavan, for Plaintiff.

Mr.P.B.Kakade, for Defendant.

CORAM: D.K.DESHMUKH, J.

DATED: 6th MARCH,2007.

P.C.:

1. The suit of the plaintiff is based on two cheques which were drawn by the defendant in favour of the plaintiff. One cheque is dated 16.11.2003 and the other is dated 28.11.2003. Both the cheques when presented to the bank were dishonoured. Therefore, this suit has been filed on the basis of dishonoured of the cheques. According to the plaintiff, he has advanced friendly loan to the defendant. Towards repayment of that loan, two cheques were issued. The defendant has filed his reply. In the reply the

defendant nowhere explains as to why he gave two cheques to the plaintiff, he nowhere explains in what circumstances the cheques were given, he does not even deny that he had given the cheques. The only defence to be found in relation to the cheques is that the cheques are obtained forcibly and written in the hands of the plaintiff. The defendant does not deny his signature on the cheques. It is also not his case that when he signed the cheques, the cheques were blank. Though he claims that the cheques were obtained forcibly, what type of force was applied by the plaintiff is nowhere explained. It is also not explained anywhere as to what was the force applied by the plaintiff for obtaining the cheques, why the defendant did not complain to anybody. Perusal of reply of the defendant shows that he has no defence to offer and therefore, the defendant is not entitled to leave to defend.

2. The summons for judgment is, therefore, granted. Suit of the plaintiff is decreed in terms of prayer clause (a), (b) and (c). Refund of court fees as per rules.